

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 394

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; AMENDING SECTION 33-4104, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE INTERSTATE AGREEMENT ON QUALIFICATION OF EDUCATIONAL PERSONNEL, TO REVISE PROVISIONS RELATING TO PURPOSE, TO PROVIDE FOR ASSUMPTIONS, TO PROVIDE DEFINITIONS, TO ESTABLISH PROVISIONS RELATING TO DUTIES OF MEMBER JURISDICTIONS, TO ESTABLISH PROVISIONS RELATING TO PROCEDURE FOR MEMBER PARTICIPATION, TO ESTABLISH PROVISIONS RELATING TO THE DURATION OF THE INTERSTATE AGREEMENT, TO ESTABLISH PROVISIONS RELATING TO THE ADMINISTRATION AND INTERPRETATION OF THE INTERSTATE AGREEMENT, TO ESTABLISH PROVISIONS RELATING TO USE OF A JURISDICTION-SPECIFIC REQUIREMENTS INDEX, TO ESTABLISH PROVISIONS RELATING TO CERTAIN LICENSURE REQUIREMENTS AND TO REMOVE LANGUAGE RELATING TO CONSTRUCTION AND SEVERABILITY OF THE AGREEMENT.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 33-4104, Idaho Code, be, and the same is hereby amended to read as follows:

33-4104. INTERSTATE ~~COMPACT~~ AGREEMENT ON QUALIFICATION OF EDUCATIONAL PERSONNEL. The interstate agreement on qualification of educational personnel is hereby enacted into law and entered into with all jurisdictions legally joining therein, as outlined in the national association of state directors of teacher education and certification (NASDTEC) interstate agreement, 2010 - 2015 in the form substantially as follows:

ARTICLE I, PURPOSE, ~~FINDINGS, AND POLICY.~~

~~(1) The states party to this agreement, desiring by common action to improve their respective school systems by utilizing the teacher or other professional educational person wherever educated, declare that it is the policy of each of them, on the basis of cooperation with one another, to take advantage of the preparation and experience of such persons wherever gained, thereby serving the best interests of society, of education, and of the teaching profession. It is the purpose of this agreement to provide for the development and execution of such programs of cooperation as will facilitate the movement of teachers and other professional educational personnel among the states party to it, and to authorize specific interstate educational personnel contracts to achieve that end.~~

~~(2) The party states find that included in the large movement of population among all sections of the nation are qualified educational personnel who move for family and other personal reasons but who are hindered in using their professional skill and experience in their new locations. Variations from state to state in requirements for qualifying educational personnel discourage such personnel from taking the steps necessary to qualify~~

~~in other states. As a consequence, a significant number of professionally prepared and experienced educators is lost to our school systems. Facilitating the employment of qualified educational personnel, without reference to their states or origin, can increase the availability of educational manpower.~~

The purpose of this interstate agreement is to provide a mechanism to inform the membership and the public of jurisdiction-specific requirements for educator licensure in each member jurisdiction.

ARTICLE II, DEFINITIONS ASSUMPTIONS.

~~As used in this agreement and contracts made pursuant to it, unless the context clearly requires otherwise:~~

~~(1) "Educational personnel" means persons who must meet requirements pursuant to state law as a condition of employment in educational programs.~~

~~(2) "Designated state official" means the education official of a state selected by that state to negotiate and enter into, on behalf of his state, contracts pursuant to this agreement.~~

~~(3) "Accept," or any variant thereof, means to recognize and give effect to one or more determinations of another state relating to the qualifications of educational personnel in lieu of making or requiring a like determination that would otherwise be required by or pursuant to the laws of a receiving state.~~

~~(4) "State" means a state, territory, or possession of the United States; the District of Columbia; or the Commonwealth of Puerto Rico.~~

~~(5) "Originating state" means a state (and the subdivision thereof, if any) whose determination that certain educational personnel are qualified to be employed for specific duties in schools is acceptable in accordance with the terms of a contract made pursuant to Article III.~~

~~(6) "Receiving state" means a state (and the subdivision thereof) which accepts education personnel in accordance with the terms of a contract made pursuant to Article III.~~

(1) Education is a regulated profession.

(2) Each member jurisdiction has the authority to establish professional and ethical standards for preparation, licensure and continuing development of educators.

(3) Each member jurisdiction has the responsibility to adhere to federal requirements and guidelines regarding the qualification of educators.

(4) Understanding licensure requirements of the different member jurisdictions facilitates professional educator mobility.

(5) The term "reciprocity" is often inappropriately applied to educator mobility between member jurisdictions.

(6) As licensure criteria differ from member jurisdiction to member jurisdiction, an educator's license from one (1) member jurisdiction is not automatically "exchanged" for a license in another member jurisdiction.

(7) Minimum essential components of an approved educator preparation program are completion of a:

(a) Bachelor's degree, either prior to admission to the program or as part of the program;

(b) Supervised clinical practice; and

1 (c) Planned program of study.
 2 A member jurisdiction may impose additional components to meet its own stan-
 3 dards.

4 (8) Recognition of national certification of educators, for example,
 5 the national board for professional teaching standards, is at the discretion
 6 of member jurisdictions.

7 (9) The terms defined in this interstate agreement provide a common vo-
 8 cabulary, which member jurisdictions agree to use in disseminating informa-
 9 tion nationally and internationally.

10 (10) The interstate agreement is not intended to alter, amend or regu-
 11 late individual member jurisdiction licensure requirements.

12 ARTICLE III, INTERSTATE EDUCATIONAL PERSONNEL CONTRACTS DEFINITIONS.

13 ~~(1) The designated state official of a party state may make one or~~
 14 ~~more contracts on behalf of his state with one or more other party states~~
 15 ~~providing for the acceptance of educational personnel. Any such contract~~
 16 ~~for the period of its duration shall be applicable to and binding on the~~
 17 ~~states whose designated state officials enter into it, and the subdivisions~~
 18 ~~of those states, with the same force and effect as if incorporated in this~~
 19 ~~agreement. A designated state official may enter into a contract pursuant~~
 20 ~~to this article only with states in which he finds that there are programs~~
 21 ~~of education, certification standards or other acceptable qualifications~~
 22 ~~that assure preparation or qualification of educational personnel on a basis~~
 23 ~~sufficiently comparable, even though not identical to that prevailing in his~~
 24 ~~own state.~~

25 ~~(2) Any such contract shall provide for:~~

26 ~~a. Its duration.~~

27 ~~b. The criteria to be applied by an originating state in qualifying edu-~~
 28 ~~catational personnel for acceptance by a receiving state.~~

29 ~~c. Such waivers, substitutions, and conditional acceptances as shall~~
 30 ~~aid the practical effectuation of the contract without sacrifice on ba-~~
 31 ~~sic educational standards.~~

32 ~~d. Any other necessary matters.~~

33 ~~(3) No contract made pursuant to this agreement shall be for a term~~
 34 ~~longer than five (5) years but any such contract may be renewed for like or~~
 35 ~~lesser periods.~~

36 ~~(4) Any contract dealing with acceptance of educational personnel on~~
 37 ~~the basis of their having completed an educational program shall specify the~~
 38 ~~earliest date or dates on which originating state approval of the program~~
 39 ~~or programs involved can have occurred. No contract made pursuant to this~~
 40 ~~agreement shall require acceptance by a receiving state of any persons qual-~~
 41 ~~ified because of successful completion of a program prior to January 1, 1954.~~

42 ~~(5) The certification or other acceptance of a person who has been ac-~~
 43 ~~cepted pursuant to the terms of a contract shall not be revoked or otherwise~~
 44 ~~impaired because the contract has expired or been terminated. However, any~~
 45 ~~certificate or other qualifying document may be revoked or suspended on any~~
 46 ~~ground which would be sufficient for revocation or suspension of a certifi-~~
 47 ~~cate or other qualifying document initially granted or approved in the re-~~
 48 ~~ceiving state.~~

~~(6) A contract committee composed of the designated state officials of contracting states or their representatives shall keep the contract under continuous review, study means of improving its administration, and report no less frequently than once a year to the heads of the appropriate education agencies of the contracting states.~~

For purposes of this interstate agreement, the following terms are defined as:

(1) "Accredited institution" means a college or university which awards a baccalaureate or higher degree and, if located within the United States, is fully accredited by one (1) of the following regional accrediting bodies:

- (a) Middle states association of colleges and schools;
- (b) New England association of schools and colleges;
- (c) North central association of colleges and schools;
- (d) Northwest commission on colleges and universities;
- (e) Southern association of colleges and schools; and
- (f) Western association of schools and colleges.

If the college or university does not have regional accreditation as detailed above, consideration of the educator for licensure is at the discretion of the member jurisdiction.

(2) "Administrator" means an educator whose primary duties may include:

- (a) The supervision of programs or curriculum; or
- (b) Supervision or management of a local educational agency, a school building, a school program or a school system.

(3) "Approved program" means a planned program of study leading to licensure in the appropriate member jurisdiction. Approved programs may be either traditional or nontraditional. A nontraditional program is a post-baccalaureate program in which the candidate may be employed as an educator prior to completion of the program, as defined by the United States department of education (USDOE).

<u>Teacher</u>	<u>Traditional Program</u>	<u>Nontraditional Program</u>
<u>Rigorous Admission Standards</u>	<u>Yes</u>	<u>Yes, including a bachelor's degree earned prior to admission</u>
<u>Conferred Degree Upon Program Completion</u>	<u>Yes or No</u>	<u>Yes or No</u>
<u>Delivered by an Institution of Higher Education (IHE)</u>	<u>Yes</u>	<u>Yes or No</u>
<u>Supervised Clinical Practice</u>	<u>Yes</u>	<u>Yes, but may differ from a traditional program</u>
<u>May Be Employed As An Educator While Completing Program</u>	<u>No</u>	<u>Yes</u>

1	<u>Administrator</u>	<u>Traditional Program</u>	<u>Nontraditional Program</u>
2	<u>Rigorous Admission</u>	<u>Yes, including a</u>	<u>Yes, including a</u>
3	<u>Standards</u>	<u>bachelor's degree or</u>	<u>bachelor's degree or</u>
4		<u>higher earned prior to</u>	<u>higher earned prior to</u>
5		<u>admission</u>	<u>admission</u>
6	<u>Conferred Degree Upon</u>	<u>Yes or No</u>	<u>Yes or No</u>
7	<u>Program Completion</u>		
8	<u>Delivered by an IHE</u>	<u>Yes</u>	<u>Yes or No</u>
9	<u>Supervised Clinical</u>	<u>Yes</u>	<u>Yes, but may differ from</u>
10	<u>Practice</u>		<u>a traditional program</u>
11	<u>May Be Employed As</u>	<u>Yes or No</u>	<u>Yes</u>
12	<u>An Educator While</u>		
13	<u>Completing Program</u>		

14 A program approved in one (1) member jurisdiction may not lead to licensure
 15 in another member jurisdiction.

16 (4) "Educator" is categorized as a teacher, administrator or support
 17 professional who may be required by the member jurisdiction to hold a li-
 18 cence. A member jurisdiction may recognize additional categories of licen-
 19 sure (e.g., career and technical educators) not addressed by this interstate
 20 agreement.

21 (5) "Experience" means employment and licensure as required by the mem-
 22 ber jurisdiction.

23 (6) "Jurisdiction-specific requirement" (JSR) means any criterion be-
 24 yond the minimum essential components required by a member jurisdiction for
 25 licensure. The following is a noninclusive list of JSRs:

- 26 (a) Grade-point average;
- 27 (b) Testing or other forms of assessment;
- 28 (c) Mentoring;
- 29 (d) Supervised and evaluated pre-service or professional experience;
- 30 (e) Course delivery methodology;
- 31 (f) Program approval comparability;
- 32 (g) Specific coursework;
- 33 (h) Valid license, as defined by the receiving member jurisdiction;
- 34 (i) Post-baccalaureate coursework or degrees;
- 35 (j) Continuing professional development;
- 36 (k) Moral fitness or character; or
- 37 (l) Citizenship.

38 (7) "Stages of administrator license" are described below and are gen-
 39 eral categories of licensure. Member jurisdictions may or may not offer
 40 these stages of licensure or require licensure to be eligible for certain
 41 school administrator work assignments.

42 (a) "Stage 1 administrator license" means a license issued to an in-
 43 dividual who holds a minimum of a bachelor's degree, has met approved
 44 school administrator preparation program admission requirements, but
 45 has not met the jurisdiction-specific requirements of the issuing mem-
 46 ber jurisdiction.

(b) "Stage 2 administrator license" means a license issued to an individual who has completed an approved school administrator preparation program, but has not met the jurisdiction-specific requirements for a stage 3 license of the issuing member jurisdiction.

(c) "Stage 3 administrator license" means a license issued to an individual who holds a minimum of a master's degree and has met all jurisdiction-specific requirements for licensure, including endorsements when applicable.

(8) "Stages of teacher licensure" are described below and are general categories of licensure. Member jurisdictions may or may not have licenses available in each stage.

(a) "Stage 1 teacher license" means a license issued to an individual who holds a minimum of a bachelor's degree, has met approved teacher preparation program admission requirements, but has not met the jurisdiction-specific requirements of the issuing member jurisdiction.

(b) "Stage 2 teacher license" means a license issued to an individual who holds a minimum of a bachelor's degree, has completed an approved teacher preparation program, but has not met the jurisdiction-specific requirements for a stage 3 license of the issuing member jurisdiction.

(c) "Stage 3 teacher license" means a license issued to an individual who holds a minimum of a bachelor's degree, has completed an approved teacher preparation program and has met all jurisdiction-specific requirements of the issuing member jurisdiction.

(d) "Stage 4 teacher license" means a license issued to an individual who holds a minimum of a master's degree or the equivalent, has completed an approved teacher preparation program and has met any jurisdiction-specific requirements beyond those required for the stage 3 license of the issuing member jurisdiction.

(9) "License" means certificate, credential or other similar term designated by the member jurisdiction.

(10) "Member jurisdiction" means an entity which is a voting member of NASDTEC.

(11) "School" means an institution, other than a home school, which offers instruction for students of any grade, from birth through grade 12, which satisfies the compulsory attendance requirements of the member jurisdiction in which the institution is located.

(12) "Support professional" means a person other than a teacher or administrator who is required to hold an educator license based upon at least a bachelor's degree.

(13) "Teacher" means a person whose primary responsibility is to instruct students or as otherwise defined by the member jurisdiction.

ARTICLE IV, APPROVED AND ACCEPTED PROGRAMS DUTIES OF MEMBER JURISDICTIONS.

~~(1) Nothing in this agreement shall be construed to repeal or otherwise modify any law or regulation of a party state relating to the approval of programs of educational preparation having effect solely on the qualification of educational personnel within the state.~~

~~(2) To the extent that contracts made pursuant to this agreement deal with the educational requirements for the proper qualification of educa-~~

~~tional personnel, acceptance of a program of educational preparation shall be in accordance with such procedures and requirements as may be provided in the applicable contracts.~~

In signing this interstate agreement, member jurisdictions agree to:

- (1) Adopt and enforce quality standards for approved programs;
- (2) Maintain and publish a current listing of programs approved within the member jurisdiction;
- (3) Apply jurisdiction-specific requirements equitably to applicants completing approved programs in any other member jurisdiction;
- (4) Agree in principle to the "Assumptions" set forth in this interstate agreement;
- (5) Agree in principle to the "Minimum Essential Components";
- (6) In addition to signing the NASDTEC "Interstate Agreement for Educator Licensure," each member jurisdiction signs the NASDTEC "Educator Information Clearinghouse Agreement" agreeing to notify the NASDTEC "Educator Information Clearinghouse" immediately upon denial, suspension, revocation or surrender of an educator's license for reasons other than failing to meet academic requirements.

ARTICLE V, INTERSTATE COOPERATION PROCEDURE FOR MEMBER PARTICIPATION.

~~The party states agree that:~~

~~(1) They will, so far as practicable, prefer the making of multi-lateral contracts pursuant to article III of this agreement.~~

~~(2) They will facilitate and strengthen cooperation in interstate certification and other elements of educational personnel qualifications and for this purpose shall cooperate with agencies, organizations, and associations interested in certification and other elements of educational personnel qualifications.~~

(1) Each member jurisdiction shall complete a jurisdiction-specific requirement (JSR) index for each educator category in the form and time frame as directed by the NASDTEC executive director.

(2) Each member jurisdiction shall revise the jurisdiction-specific requirement (JSR) index immediately in the event that its licensure criteria are amended or modified.

(3) The NASDTEC executive director shall compile a master index reflecting all member jurisdiction's jurisdiction-specific requirements for distribution and for posting on the NASDTEC website.

ARTICLE VI, AGREEMENT EVALUATION DURATION OF THE INTERSTATE AGREEMENT.

~~The designated state officials of any party states may meet from time to time as a group to evaluate progress under the agreement, and to formulate recommendations for changes.~~

(1) This interstate agreement shall have duration until September 30 of each year ending in a five (5) or a zero (0), unless terminated as provided below. The interstate agreement shall be automatically renewed in the then-current format for each subsequent five (5) year period unless written notice of intent not to renew is given to the executive director of NASDTEC by July 1 of the final year of an interstate agreement period.

1 (2) A member jurisdiction may withdraw from the interstate agreement
 2 upon one (1) year's written notice to the executive director of NASDTEC, who
 3 shall in turn notify all other affected member jurisdictions. It shall be
 4 incumbent upon the executive director to notify other member jurisdictions.

5 ARTICLE VII, ~~OTHER ARRANGEMENTS~~ MISCELLANEOUS TERMS.

6 ~~Nothing in this agreement shall be construed to prevent or inhibit other~~
 7 ~~arrangements or practices of any party state or states to facilitate the in-~~
 8 ~~terchange of educational personnel.~~

9 (1) The NASDTEC executive board, by and through the chair of the NASDTEC
 10 interstate agreement committee, shall be responsible for administration and
 11 interpretation of this interstate agreement.

12 (2) NASDTEC recognizes the fluidity of educator preparation and li-
 13 censure laws, regulations and policies in member jurisdictions. It is
 14 NASDTEC's intent to maintain the jurisdiction-specific requirements (JSRs)
 15 index as a current and accurate reflection of each member jurisdiction's
 16 requirements. However, circumstances beyond the control of NASDTEC may, on
 17 occasion, inhibit the accuracy of the master index. Accordingly, it is rec-
 18 ommended that users of the JSR index refer to member jurisdictions' websites
 19 to confirm specific requirements. Further, it is understood that this in-
 20 terstate agreement and the JSR index are provided to facilitate the exchange
 21 of information and are not intended to supplant or supersede individual ju-
 22 risdiction's authority.

23 ARTICLE VIII, ~~EFFECT AND WITHDRAWAL~~ MEMBER JU-
 24 RISDICTION-SPECIFIC LICENSURE REQUIREMENTS.

25 ~~(1) This agreement shall become effective when enacted into law by two~~
 26 ~~(2) states. Thereafter it shall become effective as to any state upon its~~
 27 ~~enactment of this agreement.~~

28 ~~(2) Any party state may withdraw from this agreement by enacting a~~
 29 ~~statute repealing the same, but no such withdrawal shall take effect until~~
 30 ~~one (1) year after the governor of the withdrawing state has given notice in~~
 31 ~~writing of the withdrawal to the governors of all other party states.~~

32 ~~(3) No withdrawal shall relieve the withdrawing state of any obligation~~
 33 ~~imposed upon it by a contract to which it is a party. The duration of con-~~
 34 ~~tracts and the methods and conditions of withdrawal therefrom shall be those~~
 35 ~~specified in their terms.~~

36 Driven by the "Assumptions" identified in Article II of this document,
 37 as of October 2010, NASDTEC member jurisdictions recognize the complex na-
 38 ture of the interstate agreement and the public's need for clear, accurate
 39 information when moving from one (1) member jurisdiction to another. Mem-
 40 ber jurisdictions agree to make "Levels of Licensure" and jurisdiction-spe-
 41 cific requirements (JSRs) clear to each other and the public by completing
 42 and maintaining the JSR index. This index is intended to provide information
 43 to anyone seeking educator licensure in a member jurisdiction, whether pre-
 44 pared through a traditional or nontraditional pathway. It identifies spe-
 45 cific requirements beyond the NASDTEC-identified "Minimum Essential Compo-
 46 nents" for educator preparation. A member jurisdiction's laws and regula-

1 tions in place at the time of application for licensure supersede informa-
2 tion provided here.

3 ~~ARTICLE IX, CONSTRUCTION AND SEVERABILITY.~~

4 ~~This agreement shall be liberally construed so as to effectuate the pur-~~
5 ~~poses thereof. The provisions of this agreement shall be severable and if~~
6 ~~any phrase, clause, sentence, or provision of this agreement is declared to~~
7 ~~be contrary to the constitution of any state or of the United States, or the~~
8 ~~application thereof to any government, agency, person, or circumstance is~~
9 ~~held invalid, the validity of the remainder of this agreement and the appli-~~
10 ~~cability thereof to any government, agency, person, or circumstance shall~~
11 ~~not be affected thereby. If this agreement shall be held contrary to the con-~~
12 ~~stitution of any state participating therein, the agreement shall remain in~~
13 ~~full force and effect as to the state affected as to all severable matters.~~